

# AGENDA REQUEST FORM

Today's date: 3 / 5 / 18

For ADMINISTRATIVE or PUBLIC WORKS committee (circle one)

Date of meeting 3 / 21 / 18

Citizen/Organization making request: City of Sandpoint PW Dept.

Address: 1123 Lake St, Sndpt.

Phone and/or email address: 208-255-1877 brobertson@sandpointidaho.gov

Authorized by: Aminifer P. Stapleton

Subject: Oak St. Cycle Track & Sidewalks, KN19138, Bid Results

Summary of what is being requested: Authorization for the Mayor to sign a contract for this project. Bid results and final contract dollar amount will be determined 3/19/2018 and this form will be amended with that information at that time.

**The following information MUST be filled out before submitting to the City Clerk or the Public Works office:**

1. Is there any financial impact to the city? yes or no

2. In what way? \_\_\_\_\_

2. Names of any individual(s) or group(s) that will be directly affected by this action:

Have they been contacted?

**Yes or no**

Adjacent Property Owners

Yes

3. Is there a need for a general public information or public involvement plan? **Yes or No**

4. If yes, please specify and suggest a method to accomplish the plan: \_\_\_\_\_

Two public meetings have been held during the design phase. Contact with the public will continue through construction.

5. Is an enforcement plan needed? **Yes or No** Additional funds needed? **Yes or No**

7. Have all the affected departments been informed about this agenda item? **Yes or No**

8. Can this be handled administratively? **Yes or No.**

**This form must be submitted at least 5 working days prior to the scheduled meeting.  
All pertinent paper work to be distributed to the committee must be attached**

**ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM**

**CITY OF SANDPOINT  
AGENDA REPORT**

**DATE:** 3/26/2018

**TO:** MAYOR AND CITY COUNCIL

**FROM:** Bruce Robertson

**SUBJECT:** KN19138 Oak Street Bike Track & Sidewalk – City Council Authorization to Award

**DESCRIPTION/BACKGROUND:**

The City Council approved a state local agreement with ITD on 8/18/2015 for this project. Original funding was \$300,000 from ITD and \$100,000 match from SURA. The project has undergone extensive revisions with final plans approved by City Council on January 17<sup>th</sup>, 2018. The bids were opened on March 13<sup>th</sup>, 2018. A bid tabulation is attached. Of the three responsive bidders, the low bidder is from Interstate Concrete and Asphalt for \$474,000. Due to costs of project development reducing the available funding to \$384,159, there is a budget shortfall of \$89,841. This shortfall can be made up using funding from either asphalt overlay funding or Repair and Maintenance of Streets funding.

The single largest area where the project went over the original estimate is preplacement of the existing pedestrian activated lights at Oak and Fifth Ave. This change was dictated by the FHWA revoking the City interim approval for RRFB lights. With the approval we could have relocated the existing pedestrian lights at a cost of approximately \$4000. With the revocation we will have to replace the lights at a cost of over \$34,000. The revocation of our interim approval was through no fault of the City – nationwide all interim approvals for RRFB lights were revoked due to a legal decision.

**STAFF RECOMMENDATION:**

Award the contract to the low bidder. The City will get improved pedestrian and bike facilities and refurbished frontage improvements at a small fraction of the actual costs. The City will also negotiate with the low bidder to reduce contract costs where possible.

**ACTION:**

**WILL THERE BE ANY FINANCIAL IMPACT? No HAS THIS ITEM BEEN BUDGETED?**

Yes, additional funds will be needed from the Streets Repair and Maintenance budget.

**ATTACHMENTS:**

Bid Tabulation

Low Bidder's Bid Package

### Oak St Bike Paths 3/13/2018 2:05 PM Bid Tabulation

		Bidder:	Qty	Interstate		Earthworks Nothwest		National Native American Const.	
#	Desc.	Unit		\$/Item	Item Total	\$/Item	Item Total	\$/Item	Item Total
1	Mobilization	LS	1	48,671.60	\$ 48,671.60	48,000.00	\$ 48,000.00	23,000.00	\$ 23,000.00
2	Demo & Excavation	LS	1	23,625.00	\$ 23,625.00	49,000.00	\$ 49,000.00	77,000.00	\$ 77,000.00
3	3/4" Minus Gravel Fill	TN	1200	35.25	\$ 42,300.00	23.00	\$ 27,600.00	31.37	\$ 37,644.00
4	Cap Rock	TN	75	41.40	\$ 3,105.00	25.00	\$ 1,875.00	31.68	\$ 2,376.00
5	Concrete 4" w/Thickened Edge	SF	1100	7.35	\$ 8,085.00	11.30	\$ 12,430.00	10.60	\$ 11,660.00
6	Concrete, Colored 4" Thick	SF	1125	10.50	\$ 11,812.50	12.80	\$ 14,400.00	11.40	\$ 12,825.00
7	Concrete, Colored 6" thick	SF	800	15.65	\$ 12,520.00	18.20	\$ 14,560.00	17.00	\$ 13,600.00
8	Concrete 4" Thick	SF	7735	5.25	\$ 40,608.75	7.20	\$ 55,692.00	9.00	\$ 69,615.00
9	Concrete, 6" Thick	SF	2525	9.00	\$ 22,725.00	11.20	\$ 28,280.00	7.60	\$ 19,190.00
10	RFB w/Foundation	EA	4	8,505.00	\$ 34,020.00	9,000.00	\$ 36,000.00	9,355.00	\$ 37,420.00
11	6" Curb & Gutter	LF	739	33.50	\$ 24,756.50	42.00	\$ 31,038.00	40.00	\$ 29,560.00
12	6" Armored Curb	LF	605	64.35	\$ 38,931.75	75.00	\$ 45,375.00	60.00	\$ 36,300.00
13	6" X 6" Path Curb	LF	535	30.00	\$ 16,050.00	39.00	\$ 20,865.00	20.00	\$ 10,700.00
14	Valley Curb	LF	275	38.00	\$ 10,450.00	46.00	\$ 12,650.00	30.00	\$ 8,250.00
15	Cast Iron Trunc. Dome Panels	EA	40	157.50	\$ 6,300.00	165.00	\$ 6,600.00	150.75	\$ 6,030.00
16	WSDOT Type 1 Catch Basin	EA	5	2,084.25	\$ 10,421.25	1,790.00	\$ 8,950.00	2,490.00	\$ 12,450.00
17	48" Man Hole	EA	1	4,567.50	\$ 4,567.50	3,780.00	\$ 3,780.00	5,100.00	\$ 5,100.00
18	6" 3034 Pipe	LF	215	20.75	\$ 4,461.25	31.00	\$ 6,665.00	66.00	\$ 14,190.00
19	Asphalt Paving	TN	201	155.00	\$ 31,155.00	207.00	\$ 41,607.00	145.00	\$ 29,145.00
20	Paint Striping	SF	1335	3.10	\$ 4,138.50	3.20	\$ 4,272.00	2.96	\$ 3,951.60
21	Signs	EA	7	1,980.00	\$ 13,860.00	800.00	\$ 5,600.00	1,885.00	\$ 13,195.00
22	Sandy Loam Top Soil	CY	100	69.30	\$ 6,930.00	44.00	\$ 4,400.00	55.00	\$ 5,500.00
23	Erosion Control	LS	1	2,834.95	\$ 2,834.95	1,200.00	\$ 1,200.00	5,557.00	\$ 5,557.00
24	Restoration & Clean Up	LS	1	3,527.95	\$ 3,527.95	10,960.00	\$ 10,960.00	7,621.00	\$ 7,621.00
25	Traffic Control	LS	1	36,750.00	\$ 36,750.00	25,000.00	\$ 25,000.00	57,885.00	\$ 57,885.00
26	Construciton Staking	LS	1	11,392.50	\$ 11,392.50	12,000.00	\$ 12,000.00	6,400.00	\$ 6,400.00
				Base Bid	\$ 474,000.00	Base Bid	\$ 528,799.00	Base Bid	\$ 556,164.60

No: 18-  
Date: March 21, 2018

RESOLUTION  
OF THE CITY COUNCIL  
CITY OF SANDPOINT

**TITLE: OAK STREET BICYCLE TRACK AND SIDEWALK BID AWARD AND CONTRACT**

WHEREAS: The City of Sandpoint requested proposals for the Oak Street Bicycle Track and Sidewalk Project with an advertisement published in the Bonner County Daily Bee on February 17 and 24, 2018;

WHEREAS: Proposals were received and opened shortly after 2:00 p.m. on March 13, 2018, the deadline for submission of proposals;

WHEREAS: Of the three (3) bids that were received for this project, it is the recommendation of City staff that City Council accept the bid from Interstate Concrete & Asphalt Co., a qualified bidder who submitted the lowest, responsive bid.

NOW, THEREFORE, BE IT RESOLVED THAT: The bid from Interstate Concrete & Asphalt, Co., in the amount of \$474,000 is accepted, and the Mayor is authorized, on behalf of the City, to execute a contract with Interstate Concrete & Asphalt Co., to be reviewed and approved by the City Attorney.

\_\_\_\_\_  
Shelby Rognstad, Mayor

ATTEST:

\_\_\_\_\_  
Maree Peck, City Clerk

City Council Members:

YES NO ABSTAIN ABSENT

1. Eddy
2. Aitken
3. Williamson
4. Ruehle
5. Aispuro
6. Darling

## CITY OF SANDPOINT

### ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN that the CITY OF SANDPOINT will accept bids until 2:00 PM on March 13<sup>th</sup>, 2018 for:

**City of Sandpoint, Oak Street Bike Track & Sidewalks, Sandpoint – equipment, labor, and materials for construction of approximately 13,000 SF of concrete, 14 pedestrian ramps, 1850 LF curb, 5 catch basin, 185 Tons Asphalt, and related items to include demolition, excavation, base material, erosion & sedimentation control, and restoration.**

Bids shall be submitted in a sealed envelope, and shall be clearly labeled “SEALED BID – CITY OF SANDPOINT – **Oak Street Bike Track & Sidewalks, Sandpoint**”. The bidder’s name, address, and acknowledgement of all addendums issued shall be printed in the upper left corner of the envelope. Bids shall be submitted to Sandpoint City Clerk; 1123 Lake Street, Sandpoint, ID 83864, by the time and date set forth above and shall be opened and publicly read aloud at 2:05 p.m. on said date in the Upstairs Conference Room of the City of Sandpoint.

The Contract Documents and Bidding Information are on file for examination at the offices of City of Sandpoint Public Works Department, 1123 Lake Street Sandpoint, Idaho 83864. A Pre-Bid meeting will be held in the City Council Chambers on Tuesday, March 6<sup>th</sup>, 2018, at 2:00 PM. Attendance at the Pre-Bid meeting is not required but highly recommended.

Contractors and Subcontractors for this project shall be licensed in the State of Idaho by the Idaho Public Works Contractor’s State License Board in the Class and Type specified for the value and scope of work to be done in accordance with the provisions of Title 54, Chapter 19, Idaho Code as amended. The Contractor and Subcontractors shall possess a license in the Class and Type required prior to signing a contract for said project. Performance and Materials bonding is required. A bid bond is not required.

This is a Federal-aid project subject to certain non-discrimination, buy American, DBE participation, and Davis Bacon Wage Act requirements. Please read the attached documentation and contact the owner if you are uncertain of what these requirements are and how they apply to you. Any objection to the contents or terms of the Specifications shall be raised five (5) days before Bids are to be opened or it shall be deemed to have been waived.

The selection of the low bidder will be based upon the base bid, of all responsive bids.

The City of Sandpoint reserves the right to waive informalities or to reject any and all bids.

Publish (per ID Code):      Feb 17<sup>th</sup>, 2018  
   Feb 24<sup>th</sup>, 2018

Dated this 2/14/2017  
City of Sandpoint  
Bruce Robertson

## **NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free “hotline” Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Standard Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities

The “hotline” is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Project: Oak Street Bike Track & Sidewalk, Sandpoint  
Key No. 19138

## BID PROPOSAL

TO: Mayor and City Council  
City of Sandpoint, Idaho

Date: March 13, 2018

This proposal is submitted as an offer by the undersigned to enter into contract with the City of Sandpoint, Idaho as represented by the City Council, hereinafter referred to as the 'CITY' for **Oak Street Bike Track & Sidewalks, Sandpoint**, specified herein and which construction documents are on file with the City Engineer, 1123 Lake St. Sandpoint, ID 83864 and which are a condition hereof with the same force and effect as though they were attached hereto. The offer is conditioned on the following declarations as to the facts, intention and understanding of the undersigned and the agreement of the CITY to the terms and prices herein submitted.

1. All project specifications and drawings examined by the undersigned and their terms and conditions are hereby agreed to.
2. The undersigned certifies that he has received or made himself aware of any and all existing site conditions that may affect the proposed work.
3. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration of the contract drawings and it is agreed that such supplemental drawings, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if attached hereto and that when received they will be considered a part of the contract.
4. The undersigned further agrees that the CITY shall have the right to accept or reject any bid deemed to be in the best interest of CITY.
5. Bidder agrees that, within seven (7) calendar days after receipt of the contract from the CITY, he will execute the contract in the required form, of which the Instructions to Bidders, Bid Proposal, and Technical Provisions are a part.
6. The undersigned, as a bidder, acknowledges that Addenda No. 1 through 1 have been delivered to him and have been examined as part of the contract documents.
7. The undersigned agrees to complete all work embraced in the contract within the time limitations set forth in paragraph 3 of the Contract Agreement.
8. The undersigned agrees to obtain the appropriate Idaho Public Works license prior to contract award if not already licensed.
9. The undersigned proposes to use the following sub-contractors in the performance of meeting the contract requirements. Information herein must comply with Idaho Code Section 67-2310 and IB-16. License No.'s may be given as 'pending'.

**THIS PAGE MUST BE COMPLETED & RETURNED WITH YOUR BID DOCUMENTS**



Project: Oak Street Bike Track & Sidewalk, Sandpoint  
Key No. 19138

Subcontractors	Trade Specialty	Idaho Public Works License No.	\$ Amount
Lippert Excavation & Pipeline -	Excavation	PWC 010773-CC-1-2	\$ 50,121.25
a. Northwest Traffic Control -	Traffic Control	PW 026808-B4	\$ 34,998.00
Glahe & Associates -	Land Surveying Services		\$ 10,850.00
b. James A. Sewell & Associates -	Survey and Engineering		\$ 6,000.00
c. Wm Winkler Co. -	Concrete	PWC-C-10110	\$196,807.85
d. Tork Electric -	Electrical	010028-C-4	\$ 32,400.00
e. Stripe Rite -	Signage, Painting, Striping	PWC-C-16421	\$ 17,146.60

11. The undersigned has included with the bid the following forms and information:

- a. Bid Schedule
- b. Bidder's Non-Collusion Affidavit
- c. Bidder's Drug-Free Workplace Affidavit
- d. License Requirements for Plumbing, Electrical, and HVAC Work
- e. Bidder's DBE Participation checkboxes (below)

12. The undersigned proposes to furnish labor, materials, equipment and services of all kinds required for **Oak Street Bike Track & Sidewalks, Sandpoint** as described in the specifications, including all appurtenant work, all as required by the specifications and this proposal for prices in accordance with the completed Bid Schedule.

13. Bidders shall check only one of the boxes below. Documentation of Disadvantaged Business Enterprise (DBE) participation: Bidders must either meet (or exceed) the project goal, or provide documentation of their good faith efforts in the "Summary of DBE Good Faith Effort" section of ITD DBE Program Plan October 2017 Page 30.

- ☒ The contractor certifies they will meet or exceed the DBE goal
- ☐ The contractor will not be able to meet the DBE goal and will provide required documentation of their good faith efforts to meet the DBE goal within 3 days of the bid opening.

**THIS PAGE MUST BE COMPLETED & RETURNED WITH YOUR BID DOCUMENTS**



Project: Oak Street Bike Track & Sidewalk, Sandpoint  
Key No. 19138

## BID SCHEDULE

Date: March 13, 2018

Name of Company: Interstate Concrete & Asphalt

Item No.	Description	Qty	Unit	Unit Price	Total Price
1.	Mobilization	1	LS	\$ 48,671.60	\$ 48,671.60
2.	Demo & Excavation	1	LS	\$ 23,625.00	\$ 23,625.00
3.	¾" Minus Gravel Fill	1200	TN	\$ 35.25	\$ 42,300.00
4.	Cap Rock	75	TN	\$ 41.40	\$ 3,105.00
5.	Concrete, 4" Thick (w/thickened edge)	1100	SF	\$ 7.35	\$ 8,085.00
6.	Concrete, Colored 4" Thick	1125	SF	\$ 10.50	\$ 11,812.50
7.	Concrete, Colored 6" Thick	800	SF	\$ 15.65	\$ 12,520.00
8.	Concrete, 4" Thick	7735	SF	\$ 5.25	\$ 40,608.75
9.	Concrete, 6" Thick	2525	SF	\$ 9.00	\$ 22,725.00
10.	RFB w/Foundation	4	EA	\$ 8,505.00	\$ 34,020.00
11.	6" Curb & Gutter	739	LF	\$ 33.50	\$ 24,756.50
12.	6" Armored Curb & Gutter	605	LF	\$ 64.35	\$ 38,931.75
13.	6" X 6" Path Curb	535	LF	\$ 30.00	\$ 16,050.00
14.	Valley Curb	275	LF	\$ 38.00	\$ 10,450.00
15.	Cast Iron Truncated Dome Panels	40	EA	\$ 157.50	\$ 6,300.00
16.	WSDOT Type 1 CB	5	EA	\$ 2,084.25	\$ 10,421.25
17.	48" Manhole	1	EA	\$ 4,567.50	\$ 4,567.50
18.	6" 3034 Pipe	215	LF	\$ 20.75	\$ 4,461.25
19.	Asphalt Paving	201	TN	\$ 155.00	\$ 31,155.00
20.	Paint Striping	1335	SF	\$ 3.10	\$ 4,138.50
21.	Signs	7	EA	\$ 1,980.00	\$ 13,860.00
22.	Sandy Loam Top Soil	100	CY	\$ 69.30	\$ 6,930.00
23.	Erosion Control	1	LS	\$ 2,834.95	\$ 2,834.95
24.	Restoration & Clean Up	1	LS	\$ 3,527.95	\$ 3,527.95
25.	Traffic Control	1	LS	\$ 36,750.00	\$ 36,750.00
26.	Construction Staking	1	LS	\$ 11,392.50	\$ 11,392.50

Total Base Bid **\$ 474,000.00**

Bidder Idaho PW License No. PWC-C-12090-U-1-2-3  
(with federal funding, required at time of signing contract)

**THIS PAGE MUST BE COMPLETED & RETURNED WITH YOUR BID DOCUMENTS**

Project: Oak Street Bike Track & Sidewalk, Sandpoint  
Key No. 19138

**Bid Signatures:**

By: Scott Rusho, Construction Manager  
(Print Name & Title)

Signature: 

Date: March 13, 2018

The quantities listed above are approximate and for bidding purposes only. Payment will be made by the unit price for the actual quantity installed.

The City reserves the right to reject any or all bids.

**THIS PAGE MUST BE COMPLETED & RETURNED WITH YOUR BID DOCUMENTS**

Project: Oak Street Bike Track & Sidewalk, Sandpoint  
Key No. 19138

Exhibit "E"

**BIDDERS NON-COLLUSION AFFIDAVIT**

By signing this bid proposal, the Bidder being duly sworn states that the firm, association or corporation to whom this contract is to be awarded has not by or through any of its officers, partners, owners or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this contract.

**AFFIDAVIT AND CERTIFICATE OF VERIFICATION**

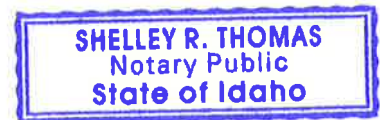
STATE OF Idaho

COUNTY OF Bonner

Subscribed and sworn (or affirmed) before me this 13th day of March 2018.  
I, Shelley R. Thomas, a notary public, do hereby certify that on this date,  
personally appeared before me, Scott Rusho, known or identified to me  
to be the person whose name and title is subscribed to the foregoing instrument, acknowledged to me that  
he/she signed the foregoing document, and that the statements therein contained are true.

Notary Public Shelley R. Thomas

Signature Shelley R. Thomas



Residing at: 32494 N Hayden Drive  
Spirit Lake, ID 83864

Commission Expires: August 9, 2024

**THIS PAGE MUST BE COMPLETED & RETURNED WITH YOUR BID DOCUMENTS**

Project: Oak Street Bike Track & Sidewalk, Sandpoint  
Key No. 19138

Exhibit "F"  
**BIDDER'S DRUG-FREE WORKPLACE AFFIDAVIT**

**CONTRACTOR'S AFFIDAVIT  
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

STATE OF Idaho  
COUNTY OF Bonner

The undersigned being duly sworn upon oath, deposes and says that Interstate Concrete & Asphalt complies  
(Contractor Name)

with the provision of Section 72-1717 Idaho Code (Drug Free Workplace program) that

Interstate Concrete & Asphalt provides a drug-free workplace program that complies with the provisions of  
(Contractor Name)

Idaho Code, Title 72, Chapter 17 and will maintain such program throughout the life of a state

construction contract and that Interstate Concrete & Asphalt shall subcontract work only to subcontractors  
(Contractor Name)

meeting the requirements of Idaho Code, Section 72-1717(1) (a).

Interstate Concrete & Asphalt

(Name of Contractor)

PO Box 1113

Sandpoint, ID 83864

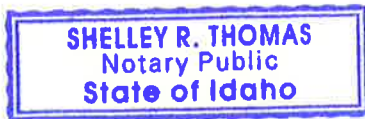
(Address)

By

[Signature]  
SCOTT KISKO

(Signature)

Subscribed and sworn to before me this 13th day of March, 2018.



[Signature]

Notary Public for Idaho

Residing at Kootenai County

My Commission Expires 8/9/2024

**THIS PAGE MUST BE COMPLETED & RETURNED WITH YOUR BID DOCUMENTS**  
**Failure to complete this form as required shall render the bid unresponsive and void.**

Project: Oak Street Bike Track & Sidewalk, Sandpoint  
Key No. 19138

### LICENSE REQUIREMENTS FOR PLUMBING, ELECTRICAL, AND HVAC WORK

The Bidder must comply with Idaho Code Section 67-2310. The Bidder shall provide the name, address, Division of Building Safety License Number, and Public Works Contractors License Number of the firm(s) who shall, in the event the Bidder secures the contract, complete the plumbing, electrical, or HVAC work under the contract.

For Federal Aid Projects, securing an Idaho Public Works Contractors License may not be required until award, as stated in Subsection 107.03 - Licensing of Contractors.

No Bidder shall name any subcontractor or sub-subcontractor in the bid unless the Bidder has received communication from the subcontractor or sub-subcontractor.

**If plumbing, electrical or HVAC work is to be self-performed, provide Bidder's information. If work is to be performed by Subcontractor(s) or Sub-Subcontractor(s), their information shall be provided.**

A. Plumbing work by: N/A residing at N/A  
whose Idaho Public Works Contractors License No. is N/A Plumbing Amount: \$ N/A  
and whose Plumbing Contractor License No. is N/A.

B. Electrical work by: Tork Electric residing at Sandpoint, Idaho  
whose Idaho Public Works Contractors License No. is 010028-C-4 Electrical Amount: \$ 32,400.00  
and whose Electrical Contractor License No. is 009655. **If required by special provision, name an Electrical Contractor above or explain here why an Electrical Contractor is not required:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. HVAC work by: N/A residing at N/A  
whose Idaho Public Works Contractors License No. is N/A HVAC Amount: \$ N/A  
and whose HVAC Contractor License No. is N/A.

**THIS PAGE MUST BE COMPLETED & RETURNED WITH YOUR BID DOCUMENTS**

### **CITY OF SANDPOINT CONTRACT AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF SANDPOINT, a municipal corporation of the State of Idaho, hereinafter called "CITY", and \_\_\_\_\_ doing business as a \_\_\_\_\_, hereinafter called "CONTRACTOR".

That for and in consideration of the payments and agreements hereinafter set forth, the parties agree as follows:

1. CONTRACTOR will commence and complete the Project that includes: concrete sidewalk, accessible corners, curb & gutter, and asphalt paving (also see Exhibit 'K' Drawings).
2. CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. CONTRACTOR will commence the work required by the Contract after receiving notice to proceed and will substantially complete the work no later than by July 13<sup>th</sup>, 2018, unless the period for completion is otherwise extended by the Contract Documents.
4. CONTRACTOR agrees to perform all of the work described herein in accordance with the General Conditions (Exhibit 'A') and comply with the terms therein for the unit prices as shown in the Bid Proposal.
5. CONTRACTOR agrees to indemnify, defend and hold harmless City, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances or activities of CONTRACTOR, CONTRACTOR's agents, employees, or representatives under this Agreement.
6. CITY will pay CONTRACTOR, based on the unit prices for measurement of actual work completed, within 60 days of completion and acceptance of work on the Project. No retainage will be withheld.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. All exhibits are hereby incorporated by reference as if fully set forth herein.
8. If the work is not completed within the time specified, CONTRACTOR agrees to pay to the CITY the sum of \$500.00 for each and every calendar day said work remains uncompleted after expiration of the specified time, as liquidated damages and not as a penalty.

Project: Oak Street Bike Track & Sidewalk, Sandpoint  
Key No. 19138

9. CONTRACTOR agrees to a two (2) year guarantee period for all labor, material and workmanship after receiving the Certificate of Substantial Completion. CONTRACTOR shall provide the necessary warranty to OWNER.

10. CONTRACT DOCUMENTS incorporated herein by this reference include:

ADVERTISEMENT FOR BIDS  
BID PROPOSAL  
BID SCHEDULE  
CONTRACT AGREEMENT  
GENERAL CONDITIONS / SPECIAL PROVISIONS (Exhibit A)  
TECHNICAL PROVISIONS (Exhibit B)  
DBE PROVISIONS (Exhibit C)  
EEO SPECIAL PROVISIONS (Exhibit D)  
NON-COLLUSION AFFIDAVIT (Exhibit E)  
DRUG-FREE WORKPLACE AFFIDAVIT (Exhibit F)  
BUY AMERICA PROVISIONS (Exhibit A)  
REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION  
CONTRACTS FHWA-1273 (Exhibit G)  
STORMWATER BMP ACKNOWLEDGEMENT (Exhibit H)  
DAVIS BACON WAGE DETERMINATION (Exhibit I)  
Exhibit J – not used  
DRAWINGS (Exhibit K)

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies of each of which shall be deemed an original on the date first above written.

CITY OF SANDPOINT:

\_\_\_\_\_  
Shelby Rognstad, Mayor

ATTEST:

\_\_\_\_\_  
Maree Peck, City Clerk

CONTRACTOR

Public Works Contractor License Number: \_\_\_\_\_

Sandpoint Business License Number: \_\_\_\_\_

By \_\_\_\_\_  
(Signature)



Project: Oak Street Bike Track & Sidewalk, Sandpoint  
Key No. 19138

Name \_\_\_\_\_  
(Printed)

Address \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Printed)

Title \_\_\_\_\_

Exhibit "A"

GENERAL CONDITIONS

Prior to issuing a Notice to Proceed, the City of Sandpoint will require the Contractor to provide a Performance Bond and a Material Bond naming the City of Sandpoint as the beneficiary.

The following standards are hereby incorporated into the contract documents. Copies of these documents are available for purchase from the respective State Agencies. Copies are available for review at the Sandpoint Public Works Department.

1. Idaho Standards for Public Works Construction - 2015  
(LHTAC 1436 West Bannock Street, Boise, ID 83702 (208) 344-0565
2. Idaho Department of Environmental Quality - Catalog of Storm Water BMP's for Idaho Cities and Counties September 2005.
3. City of Sandpoint Standard Drawings.
4. The following requirements shall apply:

**CHANGES AND EXTRA WORK**

The Engineer reserves the right to make, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer may determine to be fair and equitable

If the alteration or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

The term "significant changes" shall be construed to apply only to the following circumstances:

- a. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

b. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

### **DIFFERING SITE CONDITIONS**

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

### **AUTHORITY OF THE ENGINEER AND SUSPENSION OF WORK**

If the performance of all or any portion of the work is suspended or delayed by the Engineer for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make adjustment as provided (excluding profit) and modify the contract in writing accordingly. The Engineer will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract.

### **MONTHLY PAYMENTS**

The Contractor shall pay each subcontractor for satisfactory performance of its contract no later than 20 calendar days from receipt of each payment the Contractor receives. The Contractor shall return retainage to each Subcontractor within 20 calendar days after the Subcontractor's work is satisfactorily completed.

The Contractor shall certify with each estimate payment that payment to Subcontractors has been made within the prescribed time frames. The certification will be made on ITD forms and returned within 20 calendar days of receiving the estimate payment.

These requirements shall also apply to first or lower tier subcontractors.

### **ACCEPTANCE AND FINAL PAYMENT**

The Contractor shall certify the actual total payment to Subcontractors or suppliers. The certification shall be made on ITD forms, and shall be returned within 30 calendar days of receiving the final payment. These requirements shall also apply to first or lower tier subcontractors or suppliers.

The contractor/consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

Standard retainage from partial payments shall not be allowed in order to comply with prompt payment regulations

### **BUY AMERICA PROVISION**

1/16

Ensure all steel or iron materials permanently incorporated into the work has been produced in the United States. All manufacturing processes for these materials including the application of coatings for such materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

Obtain from the manufacturer, certifications which document that steel and iron have been manufactured and that coatings for iron or steel have been applied in the United States. Provide the required certifications to the Engineer prior to incorporating these materials into the work. The Department will also require certifications for manufactured and fabricated products purchased by the Contractor. Buy America requirements apply to any steel or iron components of a manufactured product regardless of the overall composition of the manufactured product and to miscellaneous steel or iron components and hardware which include, but are not limited to, cabinets, covers, shelves, clamps, fittings, sleeves, washers, bolts, nuts, screws, tie wire, spacers, chairs, lifting hooks, faucets, door hinges, etc. The FHWA *Clarification of Manufactured*

Project: Oak Street Bike Track & Sidewalk, Sandpoint  
Key No. 19138

*Products under Buy America* dated December 21, 2012 which established the 90% threshold and the miscellaneous products exception is no longer valid.

Provide certifications.

The Engineer will permit small quantities of foreign manufactured material so long as their total cost does not exceed 0.1% of the total contract amount or \$2,500 whichever is greater.

Should foreign steel, iron, or applied coatings for iron or steel in excess of the quantities allowed herein become incorporated into the work, remove such materials in excess of the allowable maximum and replace them with materials complying with these specifications at no additional cost to the Department.

**Additional Requirements for Federal Aid Projects:**

By signature on this proposal, the bidder declares under penalty of perjury under the laws of the United States, that the firm, association, or corporation has not by or through any of its officers, partners, owners, or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this highway project, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this project.

**Idaho Statute Title 44 Labor, Chapter 10 Public Works**

**44-1001. Employment Of Residents Of Idaho – Wage Scale – Federal Funds**

In all state, county, municipal, and school construction, repair, and maintenance work under any of the laws of this state the contractor, or person in charge thereof must employ ninety-five percent (95%) bona fide Idaho residents as employees on any such contracts except where under such contracts fifty (50) or less persons are employed the contractor may employ ten percent (10%) nonresidents, provided however, in all cases such employers must give preference to the employment of bona fide Idaho residents in the preference of such work; provided, that in work involving the expenditure of federal aid funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes prescribing a labor preference to honorably discharged soldiers, sailors, and marines, prohibiting as unlawful any other preferences or discrimination among the citizens of the United States.



C.L. "Butch" Otter  
Governor

State of Idaho  
Division of Building Safety  
PUBLIC WORKS CONTRACTORS LICENSING  
CONTRACTOR

PWC-C-12090 - UNLIMITED - 1-2-3  
License Number

07/15/1963  
Original License Issued

This is to certify that  
**INTERSTATE CONCRETE & ASPHALT CO.**

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45  
and is hereby granted this certificate.

This license expires: 07/31/2018

  
Licensee Signature

  
Chris L. Jensen, Administrator

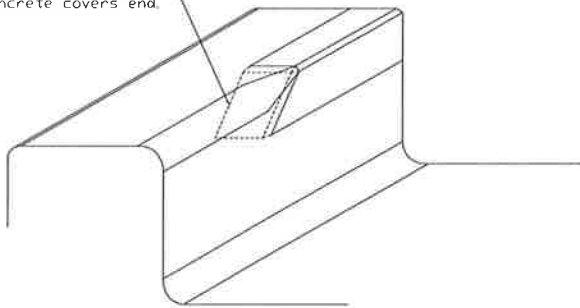
Addendum #1  
Issued 3/6/2018

1. The new manhole indicated on plan sheets 5 & 6 shall be installed at the intersection of a new 8" pipe and an existing 12" main storm water line. The estimated invert of the main line is 60" from the bottom of the pipe exiting the manhole to the street surface. The contractor shall verify the pipe and invert dimensions prior to ordering the manhole.
2. Detail drawings of the 6" Curb & Gutter and Armored 6" Curb & Gutter are attached. Per the drawing, the point of the 90 degree angle of the curb armor shall be ground off to a 1/4" wide flat surface.
3. A current plan holder list is attached.

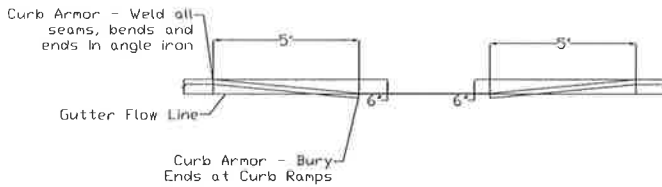
Handwritten signature in blue ink, followed by the date 3/13/18.



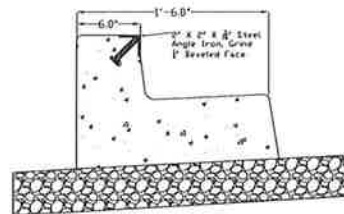
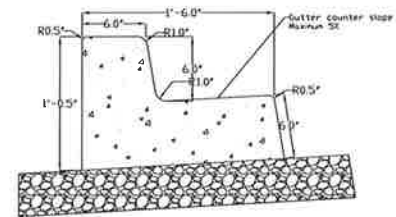
Curb Armor at Termination  
Top leg bent down and welded  
to face, concrete covers end.



Elevation View of Curb Armor at curb ramps. The steel  
follows the top of the curb as the curb drops for the ramp.  
wings No curb armor is allowed across the throat of the ramp.



Drawings Not To Scale



#### NOTES :

1. GRADE AND ALIGNMENT TO BE ESTABLISHED AND APPROVED BY THE ENGINEER AND THE CITY OF SANDPOINT.
2. BASE : 4" OF 3/4 MINUS CRUSHED AGGREGATE COMPACTED TO 95% OF STANDARD PROCTOR.
3. BASE SHALL BE A MIN. WIDTH OF 3' TO GRADE PRIOR TO SETTING FORMS.
4. 1/2" PREFORMED EXPANSION JOINT MATERIAL AT TERMINAL POINTS OF RADI.
5. CONTINUOUS PLACEMENT PREFERRED; SCORE AT 10' INTERVALS MAX. (8' WITH SIDEWALK)
6. MATERIALS AND CONSTRUCTION IN COMPLIANCE WITH ISPCVC.
7. BACKFILL AS PER ISPCVC SECTION 706.
8. GUTTER COUNTERSLOPE - 1/2" PER FOOT (5% SLOPE) MAXIMUM.
9. CONCRETE ANCHORS FOR STEEL ANGLE 3" @ 18" OC and within 3' of ends.
10. STEEL ANGLE 2" X 2" X 3/16" ROLLED TO 20 FT CONCAVE OR CONVEX RADIUS AS REQUIRED.

Project: Oak St. Bike Track & Sidewalk

Sheet Title: Bid Addendum #1 - Curb Armor Details

City of Sandpoint

1123 Lake St

Sandpoint, ID 83864

PW Dept (208) 255-1877

Date

3/6/18

Revised

Drawn by BWR

Sheet No.

1 of 1